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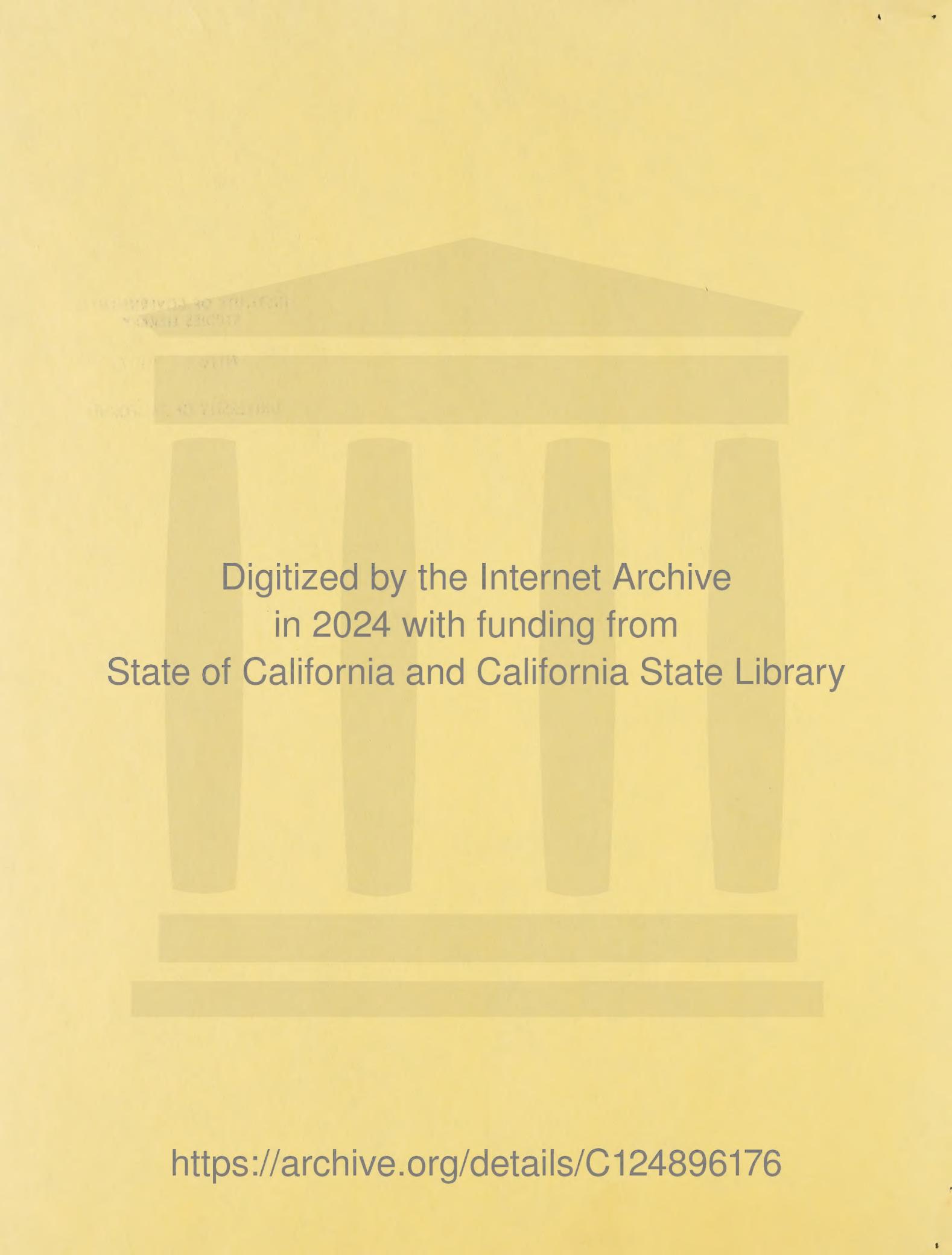
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HUNTINGTON CENTER COMMERCIAL DISTRICT
REDEVELOPMENT PLAN
HUNTINGTON BEACH, CALIFORNIA

HUNTINGTON BEACH REDEVELOPMENT AGENCY
SEPTEMBER 13, 1984
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HUNTINGTON CENTER COMMERCIAL DISTRICT
REDEVELOPMENT PLAN

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HUNTINGTON CENTER COMMERCIAL DISTRICT

REDEVELOPMENT PLAN

1.0 INTRODUCTION

1.1 General

This Redevelopment Plan for the Huntington Center Commercial District Redevelopment Project was prepared by the Huntington Beach Redevelopment Agency pursuant to the California Community Redevelopment Law of the State of California, Health and Safety Code, Section 33000 et seq., the California Constitution and all applicable local laws and ordinances.

The proposed redevelopment of the Huntington Center Commercial District Project Area as described in this Plan conforms to the General Plan for the City of Huntington Beach adopted by the City Council and as thereafter amended.

This proposed Redevelopment Plan is based on a Preliminary Redevelopment Plan approved by the Planning Commission on August 7, 1984.

The Plan was prepared because of the need to correct problems within the project area boundaries, including problems relative to circulation, parking, under-utilization of commercial land, to stimulate economic activity and to assist the private sector in the rehabilitation of commercial land, thereby providing incentive for construction of additional commercial uses.

The present circulation problems are the result of regional traffic patterns and cannot be alleviated by the private sector alone. Needed improvements include the provision of a new on and off-ramp from the 405 freeway at Gothard, modification of the existing off-ramp at Beach Boulevard and the extension of Gothard Avenue north to connect with Hoover Street. Also needed is the elimination of some of the many curb cuts along Edinger Avenue, which impede traffic flow, and a comprehensive signalization program to facilitate movement through the intersection. Coupled with the proposed actions within the Project Area. These improvements will provide for a cohesive revitalization program that will physically upgrade the area to make it more competitive with the other commercial areas in Orange County, thus enabling the City of Huntington Beach to participate more fully in the benefits of a healthy economic base.

1.2 Definitions

The following definitions will govern in the context of this Redevelopment Plan unless otherwise indicated in the text.

"Agency" means Huntington Beach Redevelopment Agency, Huntington Beach, California or any successor in interest.

"City" means the City of Huntington Beach, California.

"City Council" means the City Council of the City of Huntington Beach, California.

"County" means the County of Orange, California.

"Legal Description" means a description of the land within the Project Area prepared in accordance with map specifications approved by the California State Board of Equalization and attached hereto as Exhibit "B".

"Map" means the Project Area Map for the Huntington Center Commercial District Redevelopment Project, attached hereto as Exhibit "A".

"Person" means any individual, or any public or private entity.

"Plan" means the Redevelopment Plan for the Huntington Center Commercial District Redevelopment Project in the City of Huntington Beach, California.

"Planning Commission" means the City Planning Commission of the City of Huntington Beach, California.

"Project" means any undertaking of the Agency pursuant to the Redevelopment Law, and this Plan, or any amendments thereto.

"Project Area" means the area included within the boundaries of the Huntington Center Commercial District Redevelopment Project area as described on the map attached hereto as Exhibit "A" and the legal description attached hereto as Exhibit "B."

"Redevelopment Law" means the Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000 et seq.), as amended to date.

"State" means the State of California.

"Tax Increments" means taxes allocated to a special fund of the Agency in the manner provided by Sections 33670 to 33677, inclusive, of the Community Redevelopment Law and Article XVI, Section 16, of the California Constitution.

1.3 Project Area Boundaries

The boundaries of the Project Area are set forth on the map attached hereto as Exhibit "A". The legal description of the Project Area is attached hereto as Exhibit "B".

1.4 Administration and Enforcement of the Plan

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited

to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

1.5 Duration of Plan

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective for 35 years from the date of adoption of this Plan by the City Council.

1.6 Procedure for Amending Plan

This Plan may be amended by means of the procedure established in the Redevelopment Law or by any other procedure hereafter established by law.

2.0 REDEVELOPMENT OBJECTIVES AND PROPOSED ACTIONS

2.1 General Objectives of Redevelopment Plan

In creating the Huntington Beach Redevelopment Agency, the City Council of the City of Huntington Beach declared its desire to improve, upgrade, and revitalize all areas of the City and in particular those areas within the City which have become blighted because of deterioration, disuse, and economic, physical and social maladjustments. As a part of the City's ongoing redevelopment efforts, the Huntington Beach Redevelopment Agency has prepared this Plan for the Huntington Center Commercial District Redevelopment Project Area.

Accordingly, the objectives of this Redevelopment Project are as follows:

- The elimination of environmental deficiencies including among others aging, deteriorating and poorly maintained structures, relocation of utilities, modification and improvements to the onsite and offsite circulation, and increased and improved parking.
- The replanning, redesign, and development of underutilized areas.
- The elimination and mitigation of existing and anticipated visual, economic, physical, social, and environmental blight within the Project Area.
- The rehabilitation, recycling, and development of property within a creative, coordinated land use pattern in the Project Area consistent with the goals, policies, objectives, standards, guidelines, and requirements as set forth in the adopted General Plan and Zoning Ordinance.
- The implementation of techniques to mitigate blight characteristics resulting from exposure to highway and public right-of-way corridor activity affecting adjacent properties within the Project Area.

- Beautification activities to eliminate those forms of blight including, but not limited to, visual blight, in order to encourage community identity.
- The encouragement, promotion, and assistance in the development and expansion of local commerce.
- Providing construction and employment opportunities in the development of these facilities and by providing employment opportunities in the operation of the proposed new commercial facilities.
- Mitigating development limitations which result in the lack of proper utilization of the Project Area of such an extent that it constitutes a physical, social, and economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone.
- To provide for affordable housing as required by county, region, or state law and requirements, as necessary and desirable, consistent with the goals and objectives of the community, its General Plan, and Housing Element.
- To encourage the coordination, cooperation, and assistance of county, state, and federal agencies as may be deemed necessary to ensure that projects undertaken by this Agency are implemented to their fullest and most practical extent.
- The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community.
- To encourage community involvement and citizen participation in the adoption of policies, programs and projects so as to ensure that the Redevelopment Plan is implemented in accordance with the objectives and goals of the General Plan.
- To provide a procedural and financial mechanism by which the Agency can assist, complement, and coordinate public and private development, redevelopment, revitalization, and enhancement of the community.
- Provide for relocation assistance and benefits to Project Area businesses in the event displacement is necessary, in accordance with the provisions of the community redevelopment law and the government code of the State of California.

To obtain the objectives of this Plan as set forth, the Agency is authorized to undertake the following implementing actions:

- Acquisition of property.
- Participation by owners and tenants in the redevelopment project.
- Relocation assistance to displaced occupants as required by law.
- Development of adequate parking, landscaping, public improvements and facilities.

- Demolition and clearance of properties acquired, and site preparation.
- Other actions as appropriate, including, but not limited to, actions to assist property owners and tenants in the improvement of their properties to carry out the objectives of the redevelopment plan.
- Assist in providing financing for private and public development in the Project Area.

2.2 Participation of Owners and Tenants

2.2.1 Rules for Participation Opportunities and Re-Entry Preferences

Participation opportunities shall necessarily be subject to and limited by such factors as the land uses designated for the Project Area; the provision of public facilities; realignment of streets if required; the ability of owners to finance acquisition and development of structures in accordance with the Plan; and any change in the total number of individual parcels in the Project Area.

In order to provide an opportunity to owners and tenants to participate in the growth and development of the Project Area, the Agency shall promulgate rules for owner and tenant participation. If conflicts develop between the desires of participants for particular sites or land uses, the Agency shall establish reasonable priorities and preferences among the owners and tenants. Some of the factors to be considered in establishing these priorities and preferences should include present occupancy, participant's length of residency or occupancy in the area, accommodation of as many participants as possible, similar land use to similar land use, conformity of participants' proposals with the intent and objectives of the Redevelopment Plan, ability to finance the implementation, development experience and total effectiveness of participants' proposal in providing a service to the community.

Owner participant priorities shall take effect at the time that the Redevelopment Plan is adopted by the Huntington Beach City Council.

In addition to opportunities for participation by individual persons and firms, participation to the extent it is feasible shall be available for two or more persons, firms or institutions, to join together in partnerships, corporations, or other joint entities.

2.2.2 Owner Participation Agreements

The Agency may require each participant to enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions in the Participation Agreement. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as is necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a Participation Agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

2.3 Rehabilitation, Conservation, and Moving of Structures

2.3.1 Rehabilitation of Structures

The Agency is authorized to rehabilitate and conserve or to cause to be rehabilitated any building or structure in the Project Area owned or acquired by the Agency. The Agency is also authorized and directed to advise, encourage and assist in the rehabilitation of property in the Project Area not owned or acquired by the Agency.

The Agency will conduct such a program to encourage owners of property within the Project Area to upgrade and maintain their property consistent with City codes and standards for the Project Area. Properties may be rehabilitated provided: (1) rehabilitation and conservation activities on a structure are carried out in an expeditious manner and in conformance with this Plan and applicable City building codes and ordinances, and (2) where applicable, rehabilitation is completed pursuant to an Owner-Participation Agreement with the Agency.

In the event an owner-participant fails or refuses to rehabilitate or develop his real property pursuant to this Plan and an Owner-Participation Agreement, the real property or any interest therein may be acquired by the Agency if acquisition funds are available.

2.3.2 Moving of Structures

As is necessary in carrying out this Plan and where it is economically feasible to do so, the Agency is authorized in its discretion to move or cause to be moved any standard structure or building which can be rehabilitated to a location within or outside the Project Area and dispose of such structures in conformance with the Law and this Plan.

2.4 Acquisition of Property

Except as specifically exempted herein, the Agency may acquire, but is not required to acquire, any real property located in the Project Area, by gift, devise, exchange, purchase, eminent domain, or any other lawful method.

2.4.1 Eminent Domain

It is in the public interest and may be necessary in some instances, in order to eliminate the conditions requiring redevelopment and in order to execute the Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area. The Agency shall commence eminent domain proceedings to acquire property within the Project Area within twelve (12) years after the adoption of the Plan.

2.4.2 Property Owned By Public Bodies

The Agency is not authorized by law to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire private property which was formerly public property by being transferred by deed, lease, or otherwise to private ownership or control before the Agency completes land disposition within the entire Project Area if the Agency and the private owner do not enter into a participation agreement.

2.4.3 Property Subject to Owner Participation Agreements

The Agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under such agreement. The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is authorized to acquire any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless (1) such building requires substantial structural alteration, improvement, modernization, or rehabilitation to assure that such building complies with all applicable codes, or (2) the site or lot on which the building is situated requires modification in size, shape or use, or (3) it is necessary to impose upon such property any of the standards, restrictions and controls of the Plan and the owner fails or refuses to participate in the Plan in executing a participation agreement. The Agency shall define the circumstances to which this section is applicable.

2.4.4 Property Not Subject to Owner Participation Agreements

The Agency may, in its sole and absolute discretion, determine that certain real property within the Project Area and the owners of such property will be permitted to remain as conforming owners without an owner participation agreement with the Agency, provided such owners continue to operate, use and maintain real property within the requirements of the Plan. However, conforming owners may be required by the Agency to enter into an Owner Participation Agreement with the Agency in the event that such owners desire to (1) construct any additional improvements or substantially alter or modify existing structures or any of the real property described above as conforming, or (2) acquire additional property within the Project Area.

2.4.5 Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of the Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain, within twelve years of the adoption of this Plan.

2.5 Relocation Assistance to Displaced Residential and Non-Residential Occupants

There are no residential uses within the Project Area. However, in the event public improvements outside the Project Area are deemed necessary in order to accomplish the goals of the Redevelopment Plan, and, as a result of the improvements, displacement of residential occupants and owners occur, the Agency shall assist families, individuals, or other entities displaced by the project in finding other locations and facilities. In order to carry out the project with a minimum of hardship to persons displaced from their homes, the Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, reasonably convenient locations, and otherwise suitable to their needs. The Agency may provide by acquisition, construction leasing, rehabilitation, loans and grants, other means, housing outside the Project Area for displaced persons, and to meet housing replacement requirements of state law.

The Agency shall make relocation payments to persons (including families, business concerns, and others) displaced by the project, for moving expenses and direct loss of personal property (businesses only) for which reimbursement or compensation is otherwise made. In addition, the Agency will reimburse owners for certain settlement costs incurred in the sale of their property to the Agency, and make additional relocation payments to those eligible therefor. Such relocation payments shall be made pursuant to Agency rules and regulations and the relocation provisions of the Government Code of the State of California. The Agency may make such other payments as may be appropriate and for which funds are available. The Agency shall make an extensive effort to relocate existing residential tenants within a reasonable distance.

2.6

Demolition, Clearance, Public Improvements and Site Preparation

The Agency is authorized to demolish and clear or move buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

The Agency is authorized to install and construct or cause to be installed and constructed temporary public improvements and temporary public utilities necessary to carry out the Plan. Such temporary public improvements may include but are not limited to traffic signals, streets, and utilities. Temporary utilities may be installed above ground.

The Agency is authorized to install and construct, or pay all or part of the value of, or to cause to be installed and constructed with the consent of the City Council of the City of Huntington Beach the public improvements and public utilities (within or outside the Project Area) necessary to carry out the Plan and to pay for part or all of the value therefor, if the City Council finds and determines (1) that such public improvements are of benefit to the Project Area or to the immediate neighborhood in which the project is located, and (2) no other reasonable means of financing such public improvements are available to the Community. Such public improvements may include, but are not limited to, parking facilities, recreational improvements, landscaping, utility undergrounding, benches, bus stops, pedestrian walkways, over or under passes, bridges, bikeways, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, boxing of flood control channels, traffic signals, electrical distribution systems, water distribution systems, plazas, parks and playgrounds.

Specifically, the Agency may pay for, install or construct, and may acquire or pay for the land required therefore, the facilities, buildings, and structures set forth in Exhibit "D", Proposed Public Improvements and Facilities, attached hereto and made a part hereof.

The Agency is authorized to prepare or cause to be prepared as building sites the real property in the Project Area owned by the Agency.

When the cost of the installation and construction of such facility, structure, or improvement, has been or will be paid or provided for initially by the City or other public corporation, the Agency may enter into a contract with the City or other public corporation under which it agrees to reimburse the City or other public corporation for all or part of the cost of such facility, structure, or other improvement, by periodic payments over a period of years.

If in implementing this Plan any dwelling units housing persons and families of low or moderate income are destroyed or removed from the low and moderate income housing market as part of the redevelopment project, the Agency shall, within four years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable rents within the Project Area or within the territorial jurisdiction of the Agency, in accordance with all of the provisions of Sections 33413 and 33413.5 of the State Health and Safety Code.

2.7

Disposition and Redevelopment of Agency Property for Uses in Accordance with this Plan

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property.

To the extent permitted by law, the Agency is authorized to dispose of real property by leases, trades or sales by negotiation without public bidding.

All real property acquired by the Agency in the Project shall be sold or leased to public or private persons or entities for development for the

uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

The Agency shall reserve such powers and controls in the disposition and development of documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that developments are carried out pursuant to the Plan.

All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a time which the Agency fixes as reasonable, and to comply with all conditions which the Agency deems necessary to carry out the purposes of this Plan.

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, sex, color, age, religion, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sub-lease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct, any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public body or entity to the extent that such improvement would be of benefit to the Project Area.

During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with disposition and development documents and time schedules.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

3.0 REDEVELOPMENT PLAN IMPLEMENTATION

3.1 Cooperation with City

Subject to any limitation in law, the City shall aid and cooperate with the Agency in carrying out this Plan and shall take any further action necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread of blight or those conditions which caused the blight in the Project Area. Actions by the City shall include but are not necessarily limited to the following:

- Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City may include the abandonment and relocation of public utilities in the public rights-of-way as necessary and appropriate to carry out this Plan.
- Institution and completion of proceedings necessary for changes or improvements in publicly-owned public utilities within or affecting the Project Area.

- Revision of zoning, if necessary, within the Project Area to permit all uses and development authorized by this Plan.
- Imposition wherever necessary (by conditional use permits or other means) appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- Referral to the Agency for review and recommendation of all conceptual plans and substantial amendments to said plans pertaining to land use and development in the Project Area. Referral shall be made to the Agency prior to application approval by the City.
- The City is authorized, but not obligated, to provide and expend funds to ensure the completion of the project as a whole in accordance with this Plan. The obligation of the City to perform the actions indicated in this section shall, except for the obligation to provide administrative enforcement of the Plan as described in Section 1.4 hereof, be contingent upon the continued availability of funding for this project primarily from tax increment revenues as defined in Method for Financing herein. In the event that such funds, at any time, become unavailable for the carrying out and completion of this project, the obligation of the City shall thereafter be limited to providing assistance in the form of funds necessary to pay administrative and overhead costs in connection with the termination or completion of the project. Such termination or completion shall be limited solely to those activities previously commenced pursuant to this Plan.
- The undertaking and completing of any other proceedings necessary to carry out the project.

3.2

Cooperation with Other Public Jurisdictions

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. The Agency shall impose on all public bodies the planning and design controls contained in the Plan to ensure that present uses and any future development by public bodies will conform to the requirements of this Plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency.

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management, maintenance, and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

3.3

Land Uses for the Project Area

-- Private Uses

Permitted land uses within the Project Area are those commercial and public uses as shall be illustrated from time to time in the General Plan of the City. Specific permitted uses within the Project Area are those that are permitted or conditionally permitted by the zoning ordinance contained in the Ordinance Code when the zoning ordinance conforms to the General Plan. Land uses in the Project Area are shown in Exhibit "C."

-- Public Uses, Public Street Layout, Rights-of-Way and Easements

The public rights-of-way, principal streets and streets that may require improvements as proposed for the Project Area are

illustrated in Exhibit "A". Exhibit "D" shows the proposed public improvements.

Streets and rights-of-way may be widened, altered, abandoned, vacated, or closed by the Agency and the City as necessary for proper circulation. Additional public streets, alleys and easements may be created by the Agency and the City within or outside the Project Area as needed for proper development, circulation and access.

The Beach Boulevard off ramp of the 405 Freeway may be modified and on ramp added at Gothard. The existing flood control channel within the Project Area may be boxed in in order to utilize the surface area. Crossings of the Southern Pacific Railroad Right-of-Way may be provided at one or more locations, as required for proper circulation.

-- Semi-Public, Institutional, and Nonprofit Uses

The Agency is authorized to permit the establishment or enlargement of public, semi-public, institutional, or nonprofit uses, including, but not necessarily limited to, educational, fraternal, employee institutions, and facilities of other similar associations or organizations in appropriate portions of the Project Area. All such uses, if allowed by the Agency, shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved. The Agency shall impose such other reasonable restrictions upon such uses as are necessary to protect the development and use of the Project Area.

3.4 General Development Standards and Requirements

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan. Furthermore, the Agency may, if it deems appropriate and/or necessary, specify requirements in excess of those described herein or specified by state and local laws. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of the Plan except with approval of the Agency and in conformance with the provisions of this Plan.

3.4.1 Construction

All construction, whether new or rehabilitation, in the Project Area shall comply with all applicable state and local laws in effect from time to time, including, but not necessarily limited to, fire, building, housing, electrical, heating, grading, plumbing and mechanical, sign and zoning codes of the City of Huntington Beach, as they presently exist or may hereinafter be amended.

3.4.2 Rehabilitation and Retention of Existing Conforming Uses

Existing structures within the Project Area may, with Agency approval, be repaired, altered, reconstructed, or rehabilitated, if necessary, in such a manner that will meet the following requirements:

- Be safe, sanitary, and sound in all physical respects;

- Shall conform to the seismic requirements and the rehabilitation requirements of the building code for the City of Huntington Beach.
- Shall conform to all codes for the City of Huntington Beach.
- Shall be architecturally compatible with new development.

3.4.3 Retention of Existing Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in decent, safe, and sanitary condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with the developments and uses in the Project Area. The owner of such a property must be willing to enter into a Participation Agreement and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project Area.

The Agency is also authorized to permit an existing use in an existing building not in decent, safe, and sanitary condition, which use does not conform to the provision of this Plan, provided that such buildings are rehabilitated to a decent, safe and sanitary condition, as determined by the Agency, and provided that such a use is generally compatible with development and uses in the Project Area. The owner of such a property must be willing to enter into a Participation Agreement and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project Area.

3.4.4 Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors would be incompatible with the surrounding areas, structures or uses shall be permitted in any part of the Project Area.

3.4.5 Subdivision or Consolidation of Parcels

No parcels in the Project Area, including any parcels retained by a participant, shall be subdivided or consolidated without the prior approval of the Agency.

3.4.6 Limitation of Building Density

The number of buildings in the Project Area will be consistent with building intensities permitted pursuant local zoning ordinances, as amended from time to time, for the City of Huntington Beach and this Plan.

3.4.7 Limitation on Type, Size and Height of Buildings

The height, type and size of buildings shall be limited by applicable state statutes and local zoning, building, and other applicable codes and ordinances and this plan. Where a conflict exists between such local codes and ordinances and specific provisions of this Plan, the Plan shall supersede.

All new buildings built within the Project Area shall complement the overall aesthetic appearance and design of the existing buildings within and adjacent to the Project Area.

3.4.8 Open Space, Landscaping, and Parking

The approximate amount of open space to be provided in the Project Area is the total of all area which will be in the public grounds, the space between buildings, landscaped areas and surface parking.

Within the Project Area, both public and private streets, public and private parking and private streets shall be provided for in each development consistent with or exceeding City codes and ordinances in effect from time to time and this Plan.

In all areas sufficient space, including open spaces, shall be maintained between buildings and structures to provide adequate light, air, and privacy. Exhibit "E" shows the approximate amount of open space in the Project Area.

3.4.9 Signs

Signs which create hazards or unsightly appearances by protruding, overhanging, blinking, flashing, showing animation, or other such similar conditions shall not be permitted in this Project Area. The Agency shall permit only those signs necessary for identification of buildings, premises, uses and products associated with the land parcel involved. All signs shall be approved through a planned sign program.

3.4.10 Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon age, race, sex, color, creed, religion, marital status, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. Deeds, leases, or contracts for the sale, lease, sublease or other transfer of any land in the initial Project Area shall contain the nondiscrimination clauses prescribed in Section 33436 of the California Health and Safety Code.

3.4.11 Minor Variations

Under exceptional circumstances, the Agency is authorized to permit minor variations from the limits, restrictions, and controls established by this Plan. In order to permit such minor variations, the Agency must determine that:

- The strict application of the provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan.
- There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not generally apply to other properties having the same standards, restrictions and controls.
- Permitting a minor variation will not be materially detrimental to the public welfare or injurious to the property or improvements within or outside the Project Area.

-- Permitting a minor variation will not be contrary to the objectives of this Plan.

Exceptions:

No such minor variation shall be granted which changes a basic land use or which permits substantial departure from the provisions of this Plan. In permitting any such minor variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the purposes of this Plan. Nondiscrimination and nonsegregation restrictions shall not be subject to minor variation.

No minor variation permitted by the Agency shall be effective until conditional uses, variances, or other zoning changes, if any, have been effectuated by the City to the extent necessary to obtain consistency with such minor variations permitted by the Agency.

3.4.12 Building Permits

No permit shall be issued for any work pertaining to the erection, construction, moving, conversion, alteration, or addition to any building, structure, or paving until application for such permit has been made by the owner or his agent and processed in a manner consistent with all City requirements.

The Agency is authorized to establish procedures and approvals in addition to those set forth above where required for the purposes of this Plan. Where such additional procedures and approvals are established, all Agency agreements or assistance for any redevelopment activity shall require compliance therewith.

3.4.13 Design for Development

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area.

3.5

Methods for Project Financing

3.5.1 General Description of the Proposed Financing Method

Upon adoption of this Plan by the City Council, the Agency, if it deems appropriate, is authorized to finance this project with assistance from the City of Huntington Beach, Orange County, State of California, Federal Government of the United States of America, any other public agency, donations, special assessment districts, property tax increments, interest revenue, income revenue, Agency-issued notes and bonds, loans from private institutions, the lease of Agency-owned property, the sale of Agency-owned property, or from any other sources of financing which are legally available and do not conflict with the objectives of the Plan.

The City may supply advances and expend money as necessary to assist the Agency in carrying out this project. Such assistance shall be on terms established by an agreement between the City of Huntington Beach and the Huntington Beach Redevelopment Agency.

Tax Increments

Tax increment financing may not be the only source of funding for the Redevelopment Project. However, the project assessed valuation base will be established in accordance with state law as described herein. Any tax increments will be used to defray project expenses to the extent the increment by itself or from the sale of tax allocation bonds allows.

All taxes levied upon taxable property within the Huntington Center Commercial District Redevelopment Project Area each year by or for the benefit of the State of California, County of Orange, City of Huntington Beach, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

- That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes, by or for said taxing agencies, on all other property are paid. For the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessed roll of the County of Orange last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the project on said effective date;
- That portion of said levied taxes each year in excess of such amount shall be allocated to, and when collected shall be paid into, a special fund of the Agency to pay the principal of and interest on bonds, loans, monies advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this redevelopment project. Unless and until the total assessed value of the taxable property in the project exceeds the total assessed value of the taxable property in the project as shown on the last equalized assessment roll, all of the taxes levied and collected upon; the taxable property in the project shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.
- That portion of taxes discussed in this Subsection are hereby irrevocably pledged for the payment of the principal of and interest on the advance of monies, or making loans, or the incurring of any indebtedness, (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance in whole or in part the Huntington Center Commercial District Redevelopment Project.

-- The Agency is authorized to incur indebtedness and to make such pledges as specific advances, loans, and indebtedness as appropriate in carrying out the project, subject to the limitations on allocation of taxes, debt creation, and bonded indebtedness contained in this Subsection.

3.5.3 Issuance of Bonds and Notes

The Agency may issue bonds or notes when a determination has been made that such financing is appropriate and feasible. Such bonds or notes shall be issued only after the Agency has determined that funds are, or will be, available to repay principal and interest when due and payable. In any case, the issuance of bonds or notes shall be subject to the limitations stipulated below.

Neither the members of the Agency, nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City, the State, nor are any of its political subdivisions liable for them, nor in any event, shall the bonds or obligations be payable out of any funds or properties other than those of the Agency; and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

3.5.4 Loans and Grants

Any other loans, grants, or financial assistance from the United States, or any other public or private source will be utilized, if available, as the Agency deems appropriate to its corporate purposes.

3.5.5 Relief of Financial Burdens

The Agency may, but is not required to, in any year during which it owns property in a redevelopment project pay directly to any city, county, city and county, district, including, but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes.

The Agency may, but is not required to, also pay to any taxing agency with territory located within the Project Area other than the City, any amounts of money which in the Agency's determination is appropriate to alleviate any financial burden or detriment caused to such taxing agency by the project.

The provisions of California Health and Safety Code Section 33401 are incorporated herein by reference.

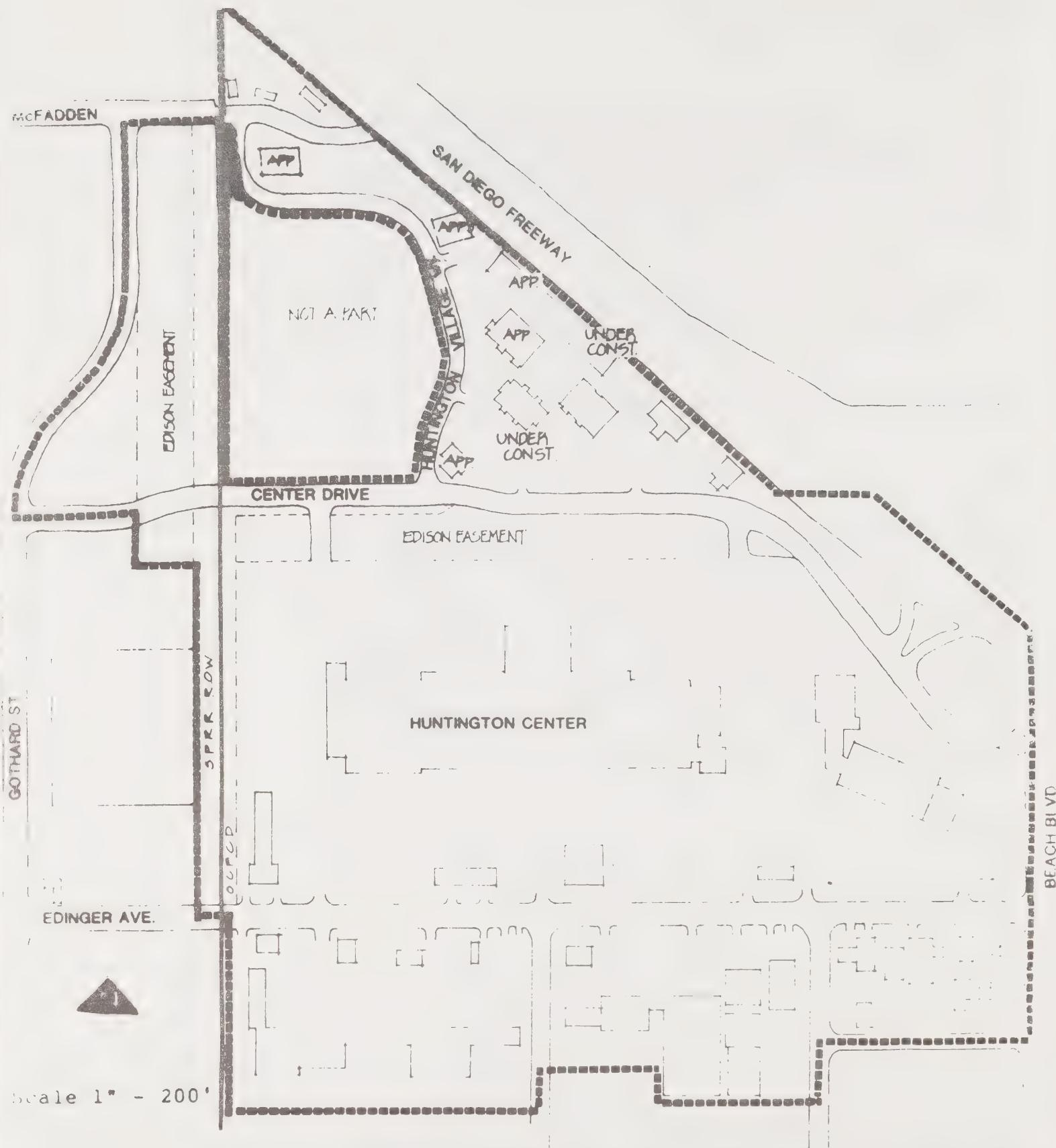
3.5.6 Financing Limitations

Consistent with Sections 33333.2, 33334.2 and 33334.2 of the California Community Redevelopment Law, the following limitations are imposed on this Plan.

- Except by amendment of this plan, the portion of taxes which may be divided and allocated to the Agency pursuant to Section 3.5.2 of this Plan shall not exceed a cumulative total of the sum of:
- a) \$84,500,000 for all Agency redevelopment activities in the implementation and furtherance of this plan;
 - b) Any amounts paid by the Agency to any affected taxing agency pursuant to section 33401 of the Community Redevelopment Law and Section 3.5.5 of this Plan to alleviate any financial burden or detriment caused to such taxing by the project: and
 - c) Any amounts deposited by the Agency in the Low and Moderate Income Housing Fund pursuant to Section 33334.2 of the Community Redevelopment Law and this Section 3.5.6 for purposes of increasing and improving the City's supply of housing for persons and families of very low, low or moderate income.
- The amount of bonded indebtedness which may be outstanding at any one time is the same as that amount which may be outstanding over the life of the project.
- The time limit on the establishing of loans, advances and indebtedness to finance in whole or in part the Redevelopment Project shall be twenty years from the date of adoption of this Plan by the City Council. Such loans, advances or indebtedness may be repaid over a period of time longer than twenty years. No loans, advances or indebtedness to be repaid from the allocation of those taxes described in the before mentioned Section 33670 shall be established or incurred by the Agency beyond such time limitation unless such time limit is extended by amendment of this Plan.
- Except by amendment of this Plan, the amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes to the Agency pursuant to Section 3.5.2 of this Plan shall not exceed a cumulative total of the sum of:
- a) \$26,450,000 for Agency redevelopment activities in the implementation and furtherance of this plan;
 - b) Any amounts paid by the Agency from the proceeds of such bonded indebtedness to any affected taxing agency pursuant to Section 33401 of the Community Redevelopment Law and Section 3.5.5 of this plan to alleviate any financial burden or detriment caused to such taxing agency by the Project: and
 - c) Any amounts deposited by the Agency from the proceeds of such bonded indebtedness in the Low and Moderate Income Housing Fund pursuant to Section 33334.2 of the Community Redevelopment Law and this Section 3.5.6 for purposes of increasing and improving the City's supply of housing for persons and families of very low, low or moderate income.

- Not less than 20 percent of all taxes which are allocated to the Agency pursuant to Section 33670 shall be used by the Agency for the purposes of increasing and improving the community's supply of housing for persons and families of low or moderate income, as defined in Health and Safety Code Section 41056 and very low income households as defined in Section 41067, unless one of the following findings are made:
- That no need exists in the community to improve or increase the supply of housing for persons and families of low or moderate income or very low income households; or
- That some stated percentage less than 20 percent of the taxes which are allocated to the Agency pursuant to Section 33670 is sufficient to meet such housing need; or
- That a substantial effort to meet low and moderate income housing needs in the community is being made, and that this effort, including the obligation of funds currently available for the benefit of the community from state, local and federal sources for low and moderate income housing alone or in combination with the taxes allocated, under this section, is equivalent in impact to the funds otherwise required to be set aside pursuant to this section. The City Council of the City shall consider the need that can be reasonably foreseen because of displacement of persons of low or moderate income or very low income households from within or adjacent to the Project Area, because of increased employment opportunities, or because of any other direct or indirect result of implementation of the Redevelopment Plan.

EXHIBIT A - PROJECT AREA BOUNDARY MAP



HUNTINGTON CENTER COMMERCIAL DISTRICT REDEVELOPMENT PROJECT AREA

FIGURE 2.

HUNTINGTON BEACH CALIFORNIA
PLANNING DIVISION

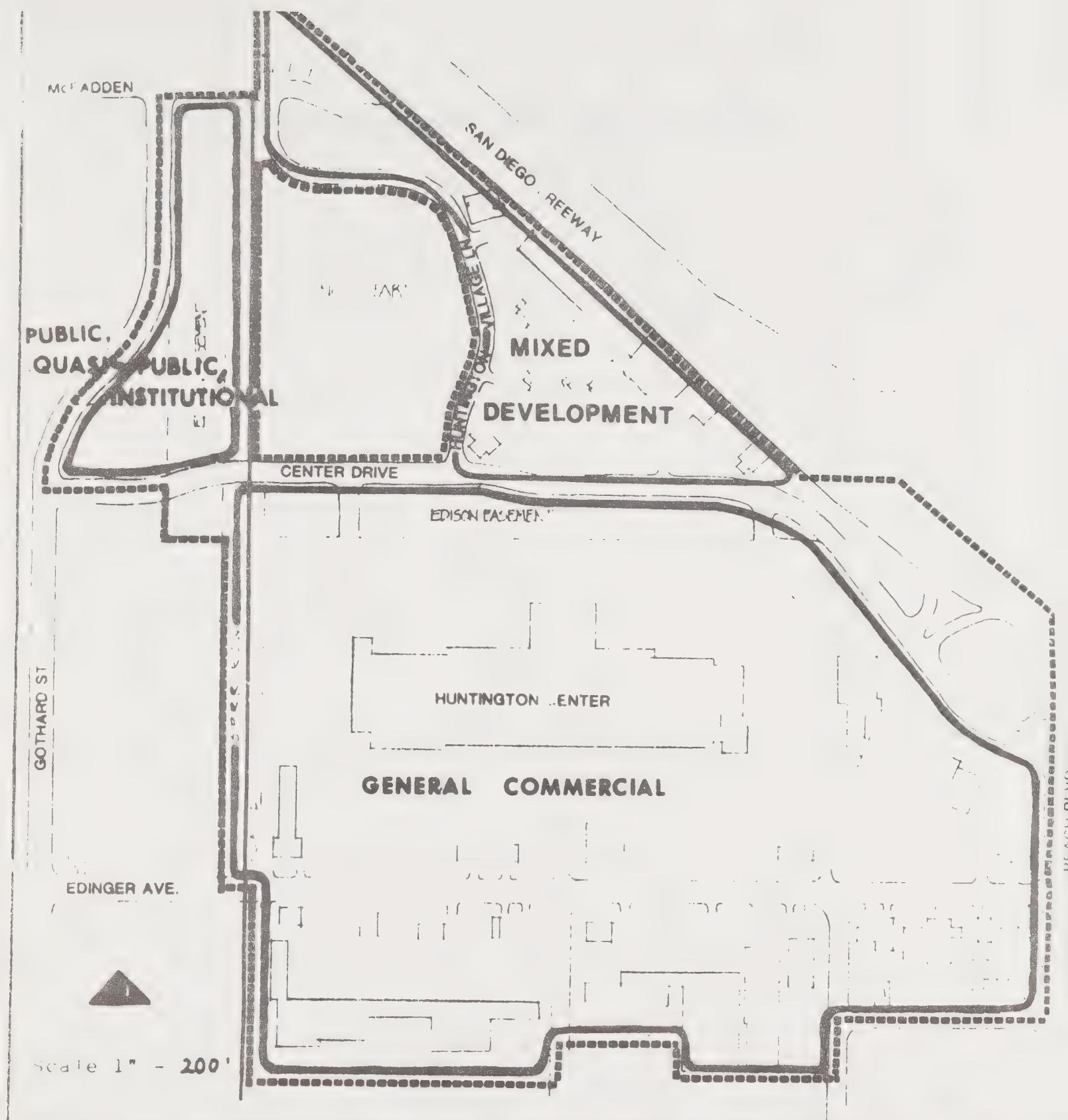
EXHIBIT B - LEGAL DESCRIPTION

Beginning at the northwest corner of Parcel 2 as shown on a map recorded in Book 107, page 18, Parcels Maps, Records of Orange County; thence north $47^{\circ} 28' 13''$ west 201.77 feet along the northwesterly prolongation of the northerly line of said Parcel 2 to the True Point of Beginning; thence south $0^{\circ} 39' 18''$ east 421.27 feet along the west line of the southwest quarter of the northeast quarter of Section 14, Township 5 south, Range 11 west, as shown on said parcel map to a point, said point being the center of Section 14, Township 5 south, Range 11 west as shown on a map recorded in Book 169, pages 45 and 46, Parcel Maps, Records of Orange County. Thence south $89^{\circ} 32' 08''$ west 301.00 feet; thence south $0^{\circ} 39' 35''$ east 545.82 feet to a tangent curve, said curve being concave northwesterly and having a radius of 500.00 feet; thence southerly and westerly along said curve through a central angle of $44^{\circ} 59' 42''$ an arc distance of 392.66 feet to a point on a tangent line; thence south $44^{\circ} 20' 07''$ east 94.24 feet along said tangent line to a tangent curve, said curve being concave southeasterly and having a radius of 500.00 feet; thence southerly and westerly through a central angle of $45^{\circ} 00' 00''$, an arc distance of 392.71 feet to a point, said point being the southeast corner of the west half of the northeast quarter of the southwest quarter of Section 14, Township 5 south, Range 11 west per Parcel Map 81-571; thence north $89^{\circ} 32' 15''$ east 395.47 feet to a point, said point being the southeast corner of said Parcel Map 81-571; thence south $0^{\circ} 39' 35''$ east 150.00 feet; thence north $89^{\circ} 31' 55''$ east 109.00 feet; thence south $0^{\circ} 39' 35''$ east 1320.67 feet; thence north $89^{\circ} 32' 04''$ east 156.00 feet to a point, said point being the south quarter corner of Section 14, Township 5 south, Range 11 west as shown on a map recorded in Book 22, page 18, Parcel Maps, Records of Orange County; thence south $0^{\circ} 44' 25''$ east 660.00 feet; thence north $89^{\circ} 24' 50''$ east 45.00 feet to a point, said point being the northwest corner of Tract 5894, as shown on a map recorded in Book 23, pages 18 and 19, Miscellaneous Maps, Records of Orange County; thence north $89^{\circ} 24' 50''$ east 1004.43 feet along the north line of said Tract 5894 and the easterly prolongation of said north line to a point, said point being on the centerline of Sher Lane; thence north $0^{\circ} 44' 25''$ west 130.00 feet; thence north $89^{\circ} 24' 50''$ east 376.00 feet; thence south $0^{\circ} 44' 25''$ west 100.00 feet; thence north $89^{\circ} 24' 50''$ east 528.96 feet; thence north $0^{\circ} 44' 25''$ west 180.00 feet to the centerline intersection of Parkside Lane and Aldrich Avenue; thence north $89^{\circ} 16' 15''$ east 685.03 feet to a point on the section line of Huntington Beach Boulevard per Tract 417, as shown on a map recorded in Book 16, page 47, Miscellaneous Maps, Records of Orange County, thence north $0^{\circ} 16' 46''$ east 1275.36 feet; thence north $49^{\circ} 16' 37''$ west 900.00 feet; thence north $0^{\circ} 22' 57''$ west 125.00 feet; thence north $49^{\circ} 24' 27''$ west 572.85 feet; thence north $46^{\circ} 19' 32''$ west 501.21 feet; thence north $50^{\circ} 26' 06''$ west 529.65 feet; thence north $54^{\circ} 14' 34''$ west 1196.05 feet to the True Point of Beginning.

Excepting herefrom that portion described as follows:

Beginning ... the center of Section 14, Township 5 south, Range 11 west, as shown on a map recorded in Book 169, pages 45 and 46, Parcel Maps, Records of Orange County; thence south $0^{\circ} 39' 35''$ east 1220.82 feet along the west line of the southeast quarter of Section 14, Township 5 south, Range 11 west, as shown on a parcel map, recorded in Book 81, pages 12 through 14, Parcel Maps, Records of Orange County to a point, said point being on the north right-of-way line of Center Drive; thence north $89^{\circ} 32' 03''$ east 650.41 feet along the south line of Parcel 3 of said Parcel Maps to a point on a tangent curve, said curve being concave to the northwest and having a radius of 34.00 feet, a radial bearing through said point bears north $37^{\circ} 53' 39''$ west; thence northerly and easterly along said curve, through a central angle of $52^{\circ} 45' 42''$, an arc distance of 31.31 feet to a point on a tangent line; thence north $0^{\circ} 39' 21''$ west 22.68 feet along said tangent line to a point on a tangent curve, said curve being concave to the southeast and having a radius of 4115.00 feet; thence northerly and easterly along said curve through a central angle of $17^{\circ} 23' 14''$, an arc distance of 193.59 feet to a point of reverse curvature, a radial bearing through said point bears north $63^{\circ} 16' 07''$ west; said curve being concave to the northwest and having a radius of 345.00 feet; thence northerly and westerly along said curve through a central angle of $54^{\circ} 21' 52''$, an arc distance of 206.92 feet to a point on a tangent curve, a radial bearing through said point bears north $82^{\circ} 22' 01''$ east; said curve being concave to the southwest and having a radius of 345.00 feet; thence northerly and westerly through a central angle $10^{\circ} 27' 01''$, an arc distance of 62.93 feet to a point on a tangent line; thence north $18^{\circ} 05' 00''$ west 241.00 feet to a point on a tangent curve; said curve being concave to the southwest and having a radius of 270.00 feet; thence northerly and westerly along said curve through a central angle of $72^{\circ} 34' 35''$, an arc distance of 342.00 feet to a point on a tangent line; thence south $89^{\circ} 20' 25''$ west 160.28 feet along said tangent line to a point on a tangent curve, said curve being concave to the northeast and having a radius of 175.00 feet; thence westerly and northerly along said curve through a central angle of $90^{\circ} 00' 00''$, an arc distance of 274.89 feet to a point on a tangent line; thence north $0^{\circ} 39' 52''$ west 64.64 feet along said tangent line to a point on a tangent curve, said curve being concave to the southwest and having a radius of 34.00 feet; thence northerly and westerly along said curve through a central angle of $49^{\circ} 09' 22''$, an arc distance of 29.17 feet to a point on a non-tangent curve, a radial bearing through said point bears north $40^{\circ} 11' 03''$ east, said curve being concave to the south and having a radius of 160.00 feet; thence westerly along said curve through a central angle of $3^{\circ} 25' 45''$, an arc distance of 4.05 feet to a point on a non-tangent curve, a radial bearing

through said point bears north $47^{\circ} 8' 14''$ east, said curve being concave southwest and having a radius 35.00 feet; thence northerly and westerly through a central angle of $65^{\circ} 01' 29''$, an arc distance of 39.72 feet to a point on a non-tangent line, a radial bearing through said point bears north $17^{\circ} 23' 15''$ west; thence north $0^{\circ} 39' 35''$ west 30.12 feet; thence south $89^{\circ} 32' 00''$ west 15.00 feet to the point of beginning.



HUNTINGTON CENTER COMMERCIAL DISTRICT REDEVELOPMENT PROJECT AREA



HUNTINGTON BEACH CALIFORNIA
PLANNING DIVISION

FIGURE 6

EXHIBIT C - GENERAL PLAN LAND USES OF PROJECT AREA

EXHIBIT D - PUBLIC IMPROVEMENTS

EXHIBIT D

Huntington Center Commercial District
Redevelopment Project

PROPOSED IMPROVEMENTS

Regional Traffic Circulation Improvements

1. Realignment of Gothard Street north to Bolsa Avenue to link to Hoover Street at Bolsa Avenue, and the construction of an on and off ramp on the I-405 Freeway at Gothard.
2. Improvements to Center Avenue and I-405 Freeway ramps, including additional lane construction, signalization improvements, and provision of direct access to Huntington Center.
3. Modifications to Edinger Avenue between Beach Boulevard and Gothard Street to improve traffic flow, including signalization improvements, ingress/egress closures, median left-turn closures, and other associated activities.
4. Modifications to Center Drive to facilitate vehicular movements into and between One Pacific Plaza and Huntington Center.

Utilities Undergrounding/Relocation

Undergrounding, modification or relocation of existing Southern California Edison high voltage transmission lines north of Huntington Center and south of Center Drive and the undergrounding of other overhead lines within the Project Area.

Publicly Owned Parking Facility

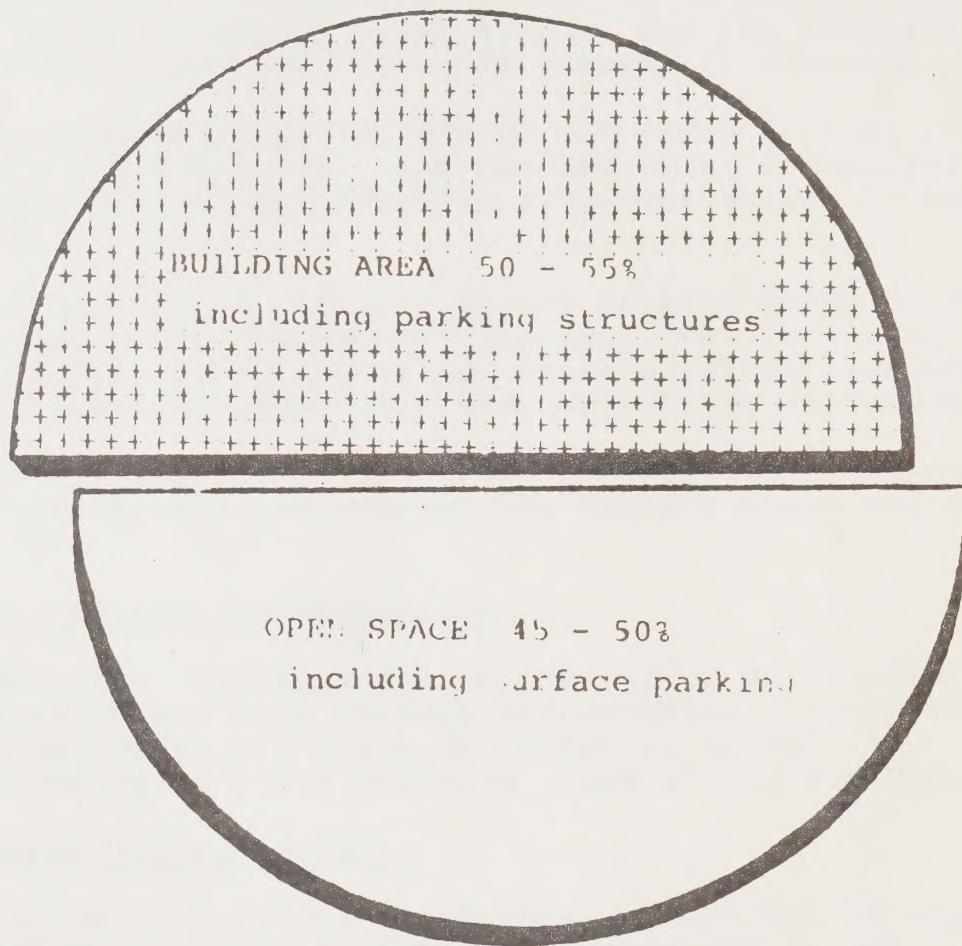
Construction of publicly owned parking facility of approximately 2,000 spaces to serve an expanded Huntington Center.

On-Site Improvements

1. Construction of an internal circulation system between Huntington Center and the adjacent commercial development between Center and Gothard Streets.
2. On site circulation and parking improvements on the strip commercial area south of Edinger Avenue.
3. Provision of parking within the Edison right-of-way..

EXHIBIT E - DIAGRAM ILLUSTRATING APPROXIMATE AMOUNT OF OPEN SPACE

DIAGRAM ILLUSTRATING APPROXIMATE AMOUNT OF OPEN SPACE



NOTES:

1. Percentages are approximate.
2. "OPEN SPACE" means areas generally maintained as landscape areas or other spaces between buildings.
3. "BUILDING AREA" means land area devoted to buildings.



HUNTINGTON BEACH, CALIFORNIA
PLANNING DIVISION

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